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It is a well-established rule of law in the United States that when a declaration against interest is made by an agent which is unquestionably subsequent both as to time and casual relation, such declaration is inadmissible. *Williams v. Cambridge R. R. Co.*, 144 Mass., 148; *Packet Co. v. Clough*, 20 Wall. (U. S.) 528. But if the declaration is subsequent in time, while in point of casual relation to the main act substantially contemporaneous, as occurs in this case, it will be admitted in some states and rejected in others. The weight of modern authority, however, favors the relaxation of this rule, when the declaration by the agent is undesigned and spontaneous. *Huffcut on Agency*, Ed. 2, p. 184; *Olive, etc., R. R. Co. v. Stein*, 133 Ind. 243; *Hermes v. Chicago, etc., R. R. Co.*, 80 Wis. 590. Yet this case does not necessarily favor this rule, since its admission is harmless, inasmuch as facts sought to be shown have been, otherwise, fully and properly established. *Webb v. Barling*, 81 U. S. 406; *Gray v. Borrough of Danbury*, 54 Conn. 574. It seems, however, in the southern and eastern states, and in the U. S. Supreme Court, such declarations made by railroad conductors, engineers, etc., as to the accident are generally excluded. *Southerland v. Wilmington, etc., R. R. Co.*, 106 N. C. 100; *Furst v. 2nd Ave. R. R. Co.*, 72 N. Y. 106; *Vicksburg, etc., R. R. Co. v. O'Brien*, 119 U. S. 99.

HOMICIDE—SELF-DEFENSE—DUTY TO RETREAT.—*HILL v. STATE*, 41 So. 621 (ALA.).—*Held*, that the plaintiff should have retreated if thereby he could have avoided the necessity of taking the life of the decedent.

Upon this question the authorities are by no means uniform. This case follows the common law doctrine and the English rule as expressed by Blackstone, Volume IV, p. 185; and as declared by several states, that homicide is justifiable only when every means of escape has been exhausted. *State v. Walker*, 9 Honst. 464 (Del.); *Compton v. State*, 110 Ala. 24. Other states, and it seems with the greater weight of authority, hold that the party whose person is unlawfully attacked is not bound to retreat in order to avoid the necessity of killing his assailant. *State v. Bartlett*, 178 Mo. 658; *State v. Sherman*, 16 R. I. 631; *Beard v. N. S.*, 158 N. S. 550. The reason for the more lenient construction now placed upon the strict requirement of the common law may be attributed to the introduction of fire arms and the recognition by courts that self-defense should not be distorted into self-destruction by the unreasonable requirements of the duty to retreat. *Duncan v. State*, 49 Ark. 543.

INFANTS—CONTRACTS—FALSE REPRESENTATIONS AS TO AGE—EFFECT.—*COMMANDER v. BRAZIL*, 41 SOUTHERN 497 (MISS.).—*Held*, an infant who, after reaching the stage of maturity indicating that he is of full age, enters into a contract falsely representing himself to be of age and accepts the benefits thereof, is estopped from denying that he is not of age when the contract is sought to be enforced against him; the party dealing with him believing him of full age.

The question here involved has long been a much mooted question in the various jurisdictions of this country. And although the courts have by no means been harmonious in their conclusions the weight of authority on this point is well defined. At law, the fraud of an infant in falsely representing himself to be of age and so inducing another to contract with him, does not estop him from pleading his infancy if sued upon the con-